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and Liberty Utilities (Rio Rico Water & Sewer) Corp.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION
OF LIBERTY UTILITIES (BELLA VISTA
WATER) CORP., AN ARIZONA
CORPORATION, FOR A
DETERMINATION OF THE FAIR VALUE
OF ITS UTILITY PLANTS AND
PROPERTY AND FOR INCREASES IN ITS
WATER RATES AND CHARGES FOR
UTILITY SERVICE BASED THEREON.

DOCKET NO: W-02465A-15-0367

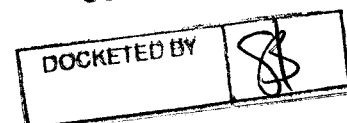
IN THE MATTER OF THE APPLICATION
OF LIBERTY UTILITIES (BELLA VISTA
WATER) CORP., AN ARIZONA
CORPORATION, FOR AUTHORITY TO
ISSUE EVIDENCE OF INDEBTEDNESS IN
AN AMOUNT NOT TO EXCEED
\$4,700,000.

DOCKET NO: W-02465A-15-0370

IN THE MATTER OF THE APPLICATION
OF LIBERTY UTILITIES (RIO RICO
WATER & SEWER) CORP., AN ARIZONA
CORPORATION, FOR A
DETERMINATION OF THE FAIR VALUE
OF ITS UTILITY PLANTS AND
PROPERTY AND FOR INCREASES IN ITS
WATER AND WASTEWATER RATES
AND CHARGES FOR UTILITY SERVICE
BASED THEREON.

DOCKET NO: WS-02676A-15-0368

Arizona Corporation Commission
DOCKETED
OCT 31 2016



1 IN THE MATTER OF THE APPLICATION
2 OF LIBERTY UTILITIES (RIO RICO
3 WATER & SEWER) CORP., AN ARIZONA
4 CORPORATION, FOR AUTHORITY TO
5 ISSUE EVIDENCE OF INDEBTEDNESS IN
AN AMOUNT NOT TO EXCEED
\$8,900,000.

DOCKET NO: WS-02676A-15-0371

NOTICE OF COMPLIANCE

6 Liberty Utilities (Bella Vista Water) Corp. ("Liberty Bella Vista") and Liberty Utilities
7 (Rio Rico Water & Sewer) Corp. ("Liberty Rio Rico") submit this Notice of Compliance
8 pursuant to the Recommended Opinion and Order dated September 30, 2016 ("ROO"), which
9 was approved by the Commission on October 27, 2016 as amended by Hearing Division
10 Proposed Amendment No. 1. The ROO directs Liberty Bella Vista and Liberty Rio Rico to
11 file revised tariffs of rates and charges by October 31, 2016. Drafts of the revised tariffs are
12 attached as **Exhibits A** (Liberty Bella Vista) and **B** (Liberty Rio Rico). The tariffs will be re-
13 filed once the final decision is issued.

14 RESPECTFULLY SUBMITTED this 31st day of October, 2016.

15 SHAPIRO LAW FIRM, P.C.

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18 By: _____

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and

LIBERTY UTILITIES

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Attorneys for Liberty Utilities
(Bella Vista Water) Corp. and Liberty Utilities
(Rio Rico Water & Sewer) Corp.

ORIGINAL and thirteen (13) copies
of the foregoing were delivered
this 31st day of October, 2016 to:

Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

COPY of the foregoing was hand-delivered
this 31st day of October, 2016 to:

Dwight Nodes, Chief Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

COPY of the foregoing was emailed & hand-delivered
this 31st day of October, 2016 to:

Robert Geake
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Legal Division
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1 **COPY** of the foregoing was emailed & mailed
2 this 31st day of October, 2016 to:

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4 Residential Utility Consumer Office
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EXHIBIT A

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Applies to all service areas
PART ONE
STATEMENT OF CHARGES

I. RATES

In Decision No. _____, issued _____, the Commission approved the following rates and charges effective November 1, 2016:

A. Monthly Usage Charges

<u>Meter Size (All Classes)</u>	<u>Charge¹</u>
5/8" x 3/4" Meter	\$ 16.89
3/4" Meter	25.34
1" Meter	42.23
1 1/2" Meter	84.45
2" Meter	135.12
3" Meter	270.24
4" Meter	422.25
6" Meter	844.50
8" Meter	1,351.20
10" Meter	1,942.35
12" Meter	3,631.35
Fire Lines up to 8 inch (R14-2-408.B)	Per Rule*
Fire Lines 10 inch (R14-2-408.B)	Per Rule*
Fire Lines 12 inch (R14-2-408.B)	Per Rule*

* Note 1: 2% of the equivalent monthly meter size or \$10 whichever is greater for all meter sizes.

¹ Low Income Tariff – A 15% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the low income qualifications.

Issued: October 31, 2016

ISSUED BY:

Effective: November 1, 2016

Matthew Garlick, President
 Liberty Utilities (Bella Vista Water) Corp.
 12725 W. Indian School Road, Suite D-101
 Avondale, AZ 85392
 Decision No. XXXXX

Applies to all service areas
PART ONE
STATEMENT OF CHARGES

B. Commodity Rates

The rate for use in addition to the minimum stated above shall be at the following rates per 1,000 gallons:

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge²</u>
5/8" x 3/4" Meter – Residential	0 to 4,000 gallons	\$1.84
	4,001 to 10,000 gallons	2.84
	Over 10,000 gallons	3.59
5/8" x 3/4" Meter – Commercial	0 to 4,000 gallons	2.84
	Over 4,000 gallons	3.59
3/4" Meter – Residential	0 to 4,000 gallons	1.84
	4,001 to 10,000 gallons	2.84
	Over 10,000 gallons	3.59
3/4" Meter – Commercial	0 to 4,000 gallons	2.84
	Over 4,000 gallons	3.59
1" Meter – All Classes (except standpipe)	0 to 10,000 gallons	2.84
	Over 10,000 gallons	3.59
1 1/2" Meter – All Classes (except standpipe)	0 to 26,000 gallons	2.84
	Over 26,000 gallons	3.59
2" Meter – All Classes (except standpipe)	0 to 45,000 gallons	2.84
	Over 45,000 gallons	3.59
3" Meter – All Classes (except standpipe)	0 to 98,000 gallons	2.84
	Over 98,000 gallons	3.59

² Low Income Tariff – A 15% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the low income qualifications.

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Applies to all service areas
PART ONE
STATEMENT OF CHARGES

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
4" Meter – All Classes (except standpipe)	0 to 158,000 gallons	\$2.84
	Over 158,000 gallons	3.59
6" Meter – All Classes (except standpipe)	0 to 327,000 gallons	2.84
	Over 327,000 gallons	3.59
8" Meter – All Classes (except standpipe)	0 to 584,000 gallons	2.84
	Over 584,000 gallons	3.59
10" Meter – All Classes (except standpipe)	0 to 870,000 gallons	2.84
	Over 870,000 gallons	3.59
12" Meter – All Classes (except standpipe)	0 to 1,500,000 gallons	2.84
	Over 1,500,000 gallons	3.59
Standpipe (hydrant, bulk)	All gallons	3.59

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART ONE
STATEMENT OF CHARGES

C. Service Line and Meter Installation Charges
 (Refundable pursuant to A.A.C. R14-2-405)

<u>Meter Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	At Cost	At Cost	At Cost
3/4" Meter	At Cost	At Cost	At Cost
1" Meter	At Cost	At Cost	At Cost
1 1/2" Meter	At Cost	At Cost	At Cost
2" Meter/Turbine	At Cost	At Cost	At Cost
2" Meter/Compound	At Cost	At Cost	At Cost
3" Meter/Turbine	At Cost	At Cost	At Cost
3" Meter/Compound	At Cost	At Cost	At Cost
4" Meter/Turbine	At Cost	At Cost	At Cost
4" Meter/Compound	At Cost	At Cost	At Cost
6" Meter/Turbine	At Cost	At Cost	At Cost
6" Meter/Compound	At Cost	At Cost	At Cost
8" Meter & Larger	At Cost	At Cost	At Cost

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Effective: November 1, 2016

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 Avondale, AZ 85392
 Decision No. XXXXX

Applies to all service areas
PART ONE
STATEMENT OF CHARGES

D. Service Charges

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
Re-Establishment (within 12 months)	(a)
Re-Connection (Delinquent)	\$20.00
Meter Test (if correct)	30.00
Meter Re-Read (if correct)	20.00
Deposit	(c)
Deposit Interest	6.00% (c)
NSF Check	\$10.00
Late Payment Penalty	1.5% per month
Deferred Payment (A.A.C. R14-2-409.G)	1.5% per month
After Hours Service Charge (d)	\$50.00
Moving meter at customer request (A.A.C. R14-2-405.B)	At Cost
Off-site Facilities Hook-Up Fee	Per Hook-Up Fee Tariff

- (a) Minimum charge times number of full months off the system per A.A.C. R14-2-403(D).
- (b) Intentionally left blank.
- (c) Per Commission Rule A.A.C. R14-2-403(B):
 Residential - two times the average bill.
 Commercial - two and one-half times the average bill.
- (d) At customer's request. No charge for service during normal working hours.

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 Decision No. XXXXX

Applies to all service areas
PART ONE
STATEMENT OF CHARGES

II. TAXES AND ASSESSMENTS

In addition to the collection of regular rates, the Company will collect from its customers a proportionate share of any privilege, sales, use, and franchise tax, per Commission Rule 14-2-409(D)(5).

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Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS

I. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead not to exceed 10%. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the provision of the service or after the Company's receipt of invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for water facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS

II. INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallons per minute flow rate at any public fire hydrants or fire sprinkler service. In the event service is interrupted, irregular or defective, or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom.

III. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company's procedures, unless specific Commission Order(s) provide otherwise.

Applies to all service areas
PART THREE
CROSS-CONNECTION OR BACKFLOW TARIFF

PURPOSE.

The purpose of this tariff is to protect Liberty Utilities (Bella Vista Water) Corp. ("Company") from the possibility of contamination caused by the backflow of contaminants that may be present on the customer's premises by requiring the installation and periodic testing of backflow prevention assemblies pursuant to the provisions of Arizona Administrative Code (A.A.C.) R14-2-405.B.6 and A.A.C. R18-4-215.

REQUIREMENTS.

In compliance with the rules and regulations of the Arizona Corporation Commission ("Commission") and the Arizona Department of Environmental Quality ("ADEQ"), specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-215 relating to backflow prevention:

1. The Company may require a customer to pay for and install a backflow-prevention assembly if A.A.C. R18-4-215.B or C applies.
2. Any backflow-prevention assembly required to be installed by the customer under Paragraph 1 of this tariff shall comply with the requirements set forth in A.A.C. R18-4-215.D and E.
3. Subject to the provision of A.A.C. R14-2-407 and 410 and in accordance with Paragraphs 1 and 7 of this tariff, the Company may terminate service or may deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff.
4. The Company shall give any existing customer who is required to install a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is **not** applicable, the customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the customer can show good cause as to why she or he cannot install the device within thirty (30) days, the Company or Commission Staff may suspend this requirement for a reasonable period of time.
5. Testing shall be in conformance with the requirement of A.A.C. R18-4-215.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests. The Company may also require the customer to pay for repairs to a backflow-prevention assembly.

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Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas

PART THREE

CROSS-CONNECTION OR BACKFLOW TARIFF

6. The customer shall provide the Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:
- a. assembly identification number and description;
 - b. location;
 - c. date(s) of test(s);
 - d. description of repairs and recommendations for repairs made by tester; and
 - e. the tester's name and certification number.
7. In the event the backflow-prevention assembly does not function properly or fails any test, and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested before service is restored.
8. In the event the backflow-prevention assembly does not function properly or fails any test, or in the event that a customer fails to comply with the testing requirement, and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be repaired or replaced within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

Applies to all service areas
PART FOUR
CURTAILMENT PLAN FOR
LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

Bella Vista City
ADEQ Public Water System Number: 02-010

Bella Vista South
ADEQ Public Water System Number: 02-007

Northern Sunrise (Coronado/Sierra Sunset)
ADEQ Public Water System Number: 02-013

Northern Sunrise (Mustang/Crystal)
ADEQ Public Water System Number: 02-054

Southern Sunrise (Cochise)
ADEQ Public Water System Number: 02-011

Southern Sunrise (Miracle Valley)
ADEQ Public Water System Number: 02-023

Liberty Utilities (Bella Vista Water) Corp. ("Company") is authorized to curtail water service to all customers within its certified area under the terms and conditions listed in this tariff.

This curtailment plan shall become part of the Arizona Department of Environmental Quality Emergency Operations Plan for the Company.

The Company shall notify its customers of this new tariff as part of its next regularly scheduled billing after the effective date of the tariff or no later than sixty (60) days after the effective date of the tariff.

The Company shall provide a copy of the curtailment tariff to any customer, upon request.

Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of capacity and there are no known problems with its well production or water storage in the system.

Restrictions: Under Stage 1, the Company is deemed to be operating normally and no curtailment is necessary.

Notice Requirements: Under Stage 1, no notice is necessary.

Stage 2 Exists When:

- a. Company's water storage or well production has been less than 80 percent of capacity for at least 48 consecutive hours, and

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Effective: November 1, 2016

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Liberty Utilities (Bella Vista Water) Corp.
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Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART FOUR
CURTAILMENT PLAN FOR
LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. Outside watering should be limited to essential water, dividing outside watering on some uniform basis (such as even and odd days) and eliminating outside watering on weekends and holidays.

Notice Requirements: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

Stage 3 Exists When:

- a. Company's total water storage or well production has been less than 50 percent of capacity for at least 24 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, the Company shall request the customer to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent. All outside watering should be eliminated, except livestock, and indoor water conservation techniques should be employed whenever possible. Standpipe service shall be suspended.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Beginning with Stage 3, the Company shall post at least two (2) signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.
3. The Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 3.

Applies to all service areas
PART FOUR
CURTAILMENT PLAN FOR
LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

Once Stage 3 has been reached, the Company must begin to augment the supply of water by either hauling or through an emergency interconnect with an approved water supply in an attempt to maintain the curtailment at a level no higher than Stage 3 until a permanent solution has been implemented.

Stage 4 Exists When:

- a. Company's total water storage or well production has been less than 25 percent of capacity for at least 12 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 4, Company shall inform the customers of a **mandatory** restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in customer disconnection. The following uses of water shall be prohibited:

- Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- Washing of any vehicle is prohibited
- The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of drip or misting systems of any kind is prohibited
- The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- The use of construction water is prohibited
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity is prohibited

The Company's operation of its standpipe service is prohibited. The addition of new service lines and meter installations is prohibited.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
 2. Company shall post at least two (2) signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.
 3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 4.
-

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART FOUR
CURTAILMENT PLAN FOR
LIBERTY UTILITIES (BELLA VISTA WATER) CORP.

Once Stage 4 has been reached, the Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply or must otherwise provide emergency drinking water for its customers until a permanent solution has been implemented.

Customers who fail to comply with the above restrictions will be given a written notice to end all outdoor use. Failure to comply within two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. If a customer believes he/she has been disconnected in error, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

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Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
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Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas

PART FIVE
HOOK UP FEES

LIBERTY UTILITIES (BELLA VISTA WATER) CORP.
WATER HOOK-UP FEE TARIFF

I. Purpose and Applicability

The purpose of the off-site hook-up fees payable to Liberty Utilities (Bella Vista Water) Corp. ("Company") pursuant to this tariff is to equitably apportion the costs of constructing additional off-site facilities necessary to provide water production, delivery, storage and pressure among all new service connections. These charges are applicable to all new service connections undertaken via Main Extension Agreements, or requests for service not requiring a Main Extension Agreement entered into after the effective date of this tariff. The charges are one-time charges and are payable as a condition to Company's establishment of service, as more particularly provided below.

II. Definitions

Unless the context otherwise requires, the definitions set forth in R-14-2-401 of the Arizona Corporation Commission's ("Commission") rules and regulations governing water utilities shall apply in interpreting this tariff schedule.

"Applicant" means any party entering into an agreement with Company for the installation of water facilities to serve new service connections, and may include Developers and/or Builders of new residential subdivisions and/or non-residential properties.

"Company" means Liberty Utilities (Bella Vista Water) Corp.

"Main Extension Agreement" means any agreement whereby an Applicant, Developer and/or Builder agrees to advance the costs of the installation of water facilities necessary to serve new service connections within a development, or installs such water facilities necessary to serve new service connections and transfers ownership of such water facilities to the Company, which agreement shall require the approval of the Commission pursuant to A.A.C. R-14-2-406, and shall have the same meaning as "Water Facilities Agreement" or "Line Extension Agreement."

"Off-site Facilities" means wells, storage tanks and related appurtenances necessary for proper operation, including engineering and design costs. Offsite facilities may also include booster pumps, pressure tanks, transmission mains and related appurtenances necessary for proper operation if these facilities are not for the exclusive use of the applicant and will benefit the entire water system.

"Service Connection" means and includes all service connections for single-family residential, commercial, industrial or other uses, regardless of meter size.

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Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas

PART FIVE
HOOK UP FEES**III. Water Hook-up Fee**

For each new service connection, the Company shall collect an Off-Site Hook-Up Fee derived from the following table:

OFF-SITE WATER HOOK-UP FEE TABLE		
<u>Meter Size</u>	<u>Size Factor</u>	<u>Total Fee</u>
5/8" x 3/4"	1	\$1,600
3/4"	1.5	\$2,400
1"	2.5	\$4,000
1-1/2"	5	\$8,000
2"	8	\$12,800
3"	16	\$25,600
4"	25	\$40,000
6" or larger	50	\$80,000

IV. Terms and Conditions

(A) Assessment of One Time Off-Site Hook-up Fee: The off-site facilities hook-up fee may be assessed only once per parcel, service connection, or lot within a subdivision. If a development or subdivision is upsized by Applicant, Builder and/or Developer after assessment of Hook-Up fee by Company, Company may charge additional hook-up fees for such upsizing or expansion by Applicant based on the fee table above.

(B) Use of Off-Site Facilities Hook-up Fee: The off-site facilities hook-up fees may only be used to pay for capital items of off-site facilities, or for repayment of loans obtained to fund the cost of installation of off-site facilities. Off-site hook-up fees shall not be used to cover repairs, maintenance, or operational costs. The Company shall record amounts collected under this tariff as CIAC; however, such amounts shall not be deducted from rate base until such amounts have been expended for plant.

(C) Time of Payment:

- 1) For those requiring a Main Extension Agreement: In the event that the person or entity that will be constructing improvements ("Applicant", "Developer" or "Builder") is otherwise required to enter into a Main Extension Agreement, whereby the Applicant, Developer or Builder agrees to advance the costs of installing mains, valves, fittings, hydrants and other on-site improvements in order to extend service in accordance with R-14-2-406(B), payment of the Hook-Up Fees

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PART FIVE
HOOK UP FEES

- 2) required hereunder shall be made by the Applicant, Developer or Builder no later than within 15 calendar days after receipt of notification from the Company that the Utilities Division of the Arizona Corporation Commission has approved the Main Extension Agreement in accordance with R-14-2-406(M), or as otherwise mutually agreement between Applicant and Company.
- 3) For those connecting to an existing main: In the event that the Applicant, Developer or Builder for service is not required to enter into a Main Extension Agreement, the Hook-Up Fee charges hereunder shall be due and payable at the time the meter and service line installation fee is due and payable.
- (D) Off-Site Facilities Construction By Developer: Company and Applicant, Developer, or Builder may agree to construction of off-site facilities necessary to serve a particular development by Applicant, Developer or Builder, which facilities are then conveyed to Company. In that event, Company shall credit the total cost of such off-site facilities as an offset to off-site hook-up fees due under this Tariff. If the total cost of the off-site facilities constructed by Applicant, Developer or Builder and conveyed to Company is less than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall pay the remaining amount of off-site hook-up fees owed hereunder. If the total cost of the off-site facilities contributed by Applicant, Developer or Builder and conveyed to Company is more than the applicable off-site hook-up fees under this Tariff, Applicant, Developer or Builder shall be refunded the difference upon acceptance of the off-site facilities by the Company.
- (E) Failure to Pay Charges; Delinquent Payments: The Company will not be obligated to make an advance commitment to provide or actually provide water service to any Developer, Builder or other applicant for service in the event that the Developer, Builder or other applicant for service has not paid in full all charges hereunder. Under no circumstances will the Company set a meter or otherwise allow service to be established if the entire amount of any payment due hereunder has not been paid.
- (F) Large Subdivision Projects: In the event that the Applicant, Developer or Builder is engaged in the development of a residential subdivision containing more than 150 lots, the Company may, in its discretion, agree to payment of off-site hook-up fees in installments. Such installments may be based on the residential subdivision development's phasing, and should attempt to equitably apportion the payment of charges hereunder based on the Applicant's, Developer's or Builder's construction schedule and water service requirements.
- (G) Off-Site Hook-Up Fees Non-refundable: The amounts collected by the Company as Hook-Up Fees pursuant to the off-site hook-up fee tariff shall be non-refundable contributions in aid of construction ("CIAC").
- (H) Use of Off-Site Hook-Up Fees Received: All funds collected by the Company as off-site hook-up fees shall be deposited into a separate unaffiliated third-party interest bearing bank account and used solely for the purposes of paying for the costs of installation of off-site facilities, including repayment of loans obtained for the installation of off-site facilities that will benefit the entire water system.

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Applies to all service areas

PART FIVE
HOOK UP FEES

- (I) Off-Site Hook-up Fee in Addition to On-site Facilities: The off-site hook-up fee shall be in addition to any costs associated with the construction of on-site facilities under a Main Extension Agreement.
- (J) Disposition of Excess Funds: After all necessary and desirable off-site facilities are constructed utilizing funds collected pursuant to the off-site hook-up fees, or if the off-site hook-up fee has been terminated by order of the Arizona Corporation Commission, any funds remaining in the unaffiliated third-party interest bearing bank account shall be refunded. The manner of the refund shall be determined by the Commission at the time a refund becomes necessary.
- (K) Fire Flow Requirements: In the event the applicant for service has fire flow requirements that require additional facilities beyond those facilities whose costs were included in the off-site hook-up fee, and which are contemplated to be constructed using the proceeds of the off-site hook-up Fee, the Company may require the applicant to install such additional facilities as are required to meet those additional fire flow requirements, as a non-refundable contribution, in addition to the off-site hook-up fee.
- (L) Status Reporting Requirements to the Commission: The Company shall submit a calendar year Off-Site Hook-Up Fee status report each January to Docket Control for the prior twelve (12) month period, beginning January 2017, until the hook-up fee tariff is no longer in effect. This status report shall contain a list of all customers that have paid the hook-up fee tariff, the amount each has paid, the physical property in respect of which such fee was paid, the amount of money spent from the account, the amount of interest earned on the funds within the tariff account, and an itemization of all facilities that have been installed using the tariff funds during the 12 month period.

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12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART SIX
ALTERNATE RATES FOR WATER (ARW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

APPLICABILITY

Applicable to residential water service for domestic use rendered to low-income households where the customer meets all the program qualifications and special conditions of this rate schedule.

TERRITORY

Within all customer service areas served by Liberty Utilities (Bella Vista Water) Corp. ("Liberty Bella Vista" or "Company").

RATES

Fifteen percent (15%) discount applied to the regular filed tariff.

PROGRAM QUALIFICATIONS

1. Liberty Bella Vista bill must be in your name and the address must be your primary residence or you must be a tenant receiving water service by a sub-metered system.
2. You may not be claimed as a dependent on another person's tax return.
3. You must reapply each time you move residences.
4. You must renew your application once every two (2) years, or sooner, if requested.
5. You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
6. You must notify Liberty Bella Vista within thirty (30) days if you become ineligible for ARW.
7. Your total gross annual income of all persons living in your household cannot exceed the income levels below:

Applies to all service areas
PART SIX
ALTERNATE RATES FOR WATER (ARW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

Effective: January 25, 2016

<u>No. of Person in Household</u>	<u>Total Gross Annual Income</u>
1	\$17,820
2	24,030
3	30,240
4	36,450
5	42,660
6	48,870

For each additional person residing in the household, add \$6,240

For the purpose of the program the “gross household income” means all money and non cash benefits, available for living expenses, from all sources, both taxable and non taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other aid	Profit from self-employment
Savings account, stocks or bonds	used for living expenses	(IRS form Schedule C, Line 29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

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Matthew Garlick, President
 Liberty Utilities (Bella Vista Water) Corp.
 12725 W. Indian School Road, Suite D-101
 Avondale, AZ 85392
 Decision No. XXXXX

Applies to all service areas
PART SIX
ALTERNATE RATES FOR WATER
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

SPECIAL CONDITIONS

1. Application and Eligibility Declaration: An application and eligibility declaration on a form authorized by the Commission is required for each request for service under this schedule. A customer must reapply every two (2) years.
2. Recertification: A customer enrolled in the ARW program must, each year, recertify by submitting a declaration attesting to continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
3. Commencement of Rate: Eligible customers whose applications have been approved shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by Liberty Bella Vista.
4. Verification: Information provided by the applicant is subject to verification by Liberty Bella Vista. Refusal or failure of a customer to provide documentation of eligibility acceptable to Liberty Bella Vista, upon request by Liberty Bella Vista, shall result in removal from this rate schedule.
5. Notice from Customer: It is the customer's responsibility to notify Liberty Bella Vista if there is a change of eligibility status.
6. Rebilling: Customers may be re-billed retroactively for periods of ineligibility under the applicable rate schedule.
7. Master-metered: A reduction will be calculated in the bill of master-metered customers who have sub-metered tenants that meet the income eligibility criteria, so an equivalent discount (15%) can be passed through to eligible customer(s).
8. Participation Cap: The ARW program is limited to 2,400 customers. Applications will be reviewed and approved on a first come, first served basis. Applicants will be placed on a waiting list if the participation cap has been met.

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas
PART SIX
ALTERNATE RATES FOR WATER
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

RECOVERY OF COST OF LOW INCOME TARIFF AND CUSTOMER SURCHARGE

Under the terms of Company's Alternate Rates for Water (ARW) Domestic Service, qualifying low-income customers receive a 15 percent discount applied to the Company's regular filed tariff rates for water service. The cost of the ARW tariff shall be recovered by Company from a monthly low income tariff surcharge on all residential and non-residential water customers who are not participating in the ARW program. Specifically, Company is entitled to seek recovery of direct costs (*i.e.*, those costs directly associated with the program, and would not be incurred in the absence of the program). Company shall account for those direct costs separately from other operating costs.

Company shall be entitled to implement a monthly low income tariff surcharge on non-participating residential and non-residential water customers as follows.

- For customers participating in ARW, the Company shall maintain a separate balancing account for water customers detailing the beginning and ending balance of the cumulative unrecovered program costs each month.
- Company's authorized rate of return shall be applied monthly to the average of the beginning balance of the cumulative unrecovered program costs for water service and included in the beginning balances for the following month.
- Using the separate balancing account for water customers, Company shall calculate a monthly surcharge for water customers. The water surcharge shall be calculated as follows:

(Ending Balance for Low-Income Tariff Balancing Account including amortized carrying costs during recovery period/ Active water and wastewater connections at year end)/12

- The ending balance in the balancing account shall equal the beginning balancing plus discounts allowed on bills for the twelve month tracking period, plus direct program costs incurred in the twelve month period plus carrying charges less surcharge fees billed in the twelve month tracking period.
- Company shall implement a monthly water surcharge for the ARW program for each twelve month period of the ARW Program. Company shall calculate the monthly water surcharge each year based on the active number of water connections as of December 31 of the prior year. Company shall file notice of the water surcharge, along with a report on the ARW Program, with the Arizona Corporation Commission on or before January 31 and the surcharges shall be implemented on customer bills in February of each year with the recovery period ending in January of the following year.

**Application for
Alternate Rates for Water (ARW)**

To qualify for Liberty Bella Vista ARW please check (✓) all that apply:

- ☐ I am a Liberty Bella Vista residential customer and the Liberty Bella Vista account is in my name.
- ☐ I am a sub-metered tenant within the Liberty Bella Vista service area.
- ☐ My household income is at or below the income level in the listing below.

Household Size	Total Gross Annual Income from All Sources
1	\$17,820
2	\$24,030
3	\$30,240
4	\$36,450
5	\$42,660
6	\$48,870

For each additional person residing in the household, add \$6,240.

The definition of "gross household income" (before taxes) is all money and non cash benefits available for living expenses from all sources, both taxable and non taxable, before deductions, including expenses, for all people who live in your home. **This includes, but is not limited to the following (please check (✓) all that apply):**

- | | |
|--|--|
| <input type="checkbox"/> Wages, salaries or profit from self-employment | <input type="checkbox"/> Social Security, SSI or SSP |
| <input type="checkbox"/> Disability and/or Workers' Compensation payments | <input type="checkbox"/> Food Stamps |
| <input type="checkbox"/> Insurance and/or legal settlements | <input type="checkbox"/> TANF (AFDC) |
| <input type="checkbox"/> Pensions | <input type="checkbox"/> Veterans Affairs benefits |
| <input type="checkbox"/> Spousal and/or child support | <input type="checkbox"/> Unemployment benefits |
| <input type="checkbox"/> Scholarships, grants, or other aid used for living | <input type="checkbox"/> Rental and/or royalty income |
| <input type="checkbox"/> Interest/dividends from: savings, stocks, bonds, or retirement accounts | <input type="checkbox"/> Cash, gifts and/or other income |

Please print the following information. **Incomplete information will delay your discount.** The name used to apply for the discount **must** be the same as the name on the Liberty Bella Vista statement.

PLEASE PRINT LEGIBLY														
Liberty Bella Vista Account Number (As shown on statement)														
Total No. of persons living in household:					Household's Total Gross Annual Income: \$					Contact Phone Number				
Name as shown on Liberty Bella Vista statement														
Liberty Bella Vista Service Address														
City					State					Zip Code				

Please attach one of the items listed as proof of income for eligibility verification: Copy of tax return from prior year, or copy of W2 from prior year, or copy of welfare / food stamp cards.

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Bella Vista of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature _____

Date _____

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Note: An Application for ARW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification. Please allow 30-45 days for processing.

Office Use Only: Date Verified _____ Verified By _____ Expires _____

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Decision No. XXXXX

**Declaration of Eligibility
Alternate Rates for Water (ARW)**

To recertify enrollment in the ARW Program please fill out the following attesting to continuing eligibility:

PLEASE PRINT LEGIBLY																	
Name as shown on Liberty Utilities (Bella Vista Water) Corp. statement																	
Liberty Bella Vista Account Number (As shown on statement)																	
Liberty Bella Vista Service Address																	
City						State						Zip Code					
Contact Phone Number										Work Phone Number							

I,

Your Name (Please Print)

Last submitted an Application for Alternative Rates (ARW) on

(dd/mm/yyyy)

and hereby confirm my eligibility for the year ending

(dd/mm/yyyy)

Please attach one of the items listed below as proof of income for eligibility verification:

Copy of tax return from prior year,
or copy of W2 form from prior year,
or copy of welfare / food stamp cards.

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Bella Vista of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature

Date

Note: An Application for ARW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification.

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Liberty Utilities (Bella Vista Water) Corp. Alternate Rates for Water (ARW)**Applicability**

Applicable to residential water service for domestic use rendered to low-income households where the customer meets all the Program Qualifications and Special Conditions of this rate schedule.

Territory

Within all customer service areas served by Liberty Utilities (Bella Vista Water) Corp.

Discount

Fifteen percent (15%) discount applied to the regular filed tariff. The discount will be applied to the customer's total bill before any adjustments and application of any other taxes, credit, penalties or fees.

Program Qualifications

- The Liberty Bella Vista account must be in your name and the address must be your primary residence in our service area or you must be a tenant receiving water service by a sub-metered system.
- You may not be claimed as a dependent on another person's tax return.
- You must reapply each time you move residences.
- You must renew your application once every two (2) years or sooner if requested.
- You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- You must notify Liberty Bella Vista within thirty (30) days if you become ineligible for ARW.
- Your total gross annual income of all persons living in your household cannot exceed the income levels provided on the application.

Special Conditions

- You must fill out and sign the ARW Application completely. Incomplete information will delay your discount. You must reapply every two (2) years.
- You must recertify your enrollment in the ARW annually by submitting a Declaration of Eligibility and providing one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- Customers shall be billed on this schedule commencing with the next regularly scheduled billing period that follows the receipt and approval of the application by Liberty Bella Vista.
- Documentation of your gross annual income must be provided to Liberty Bella Vista for verification of eligibility for ARW. Refusal or failure to provide documentation of acceptable eligibility to Liberty Bella Vista shall result in removal from this rate schedule.
- It is the customer's responsibility to notify Liberty Bella Vista if there is a change in eligibility status.
- You may be re-billed for any periods of ineligibility under the applicable rate schedule.
- Master-metered customers who have sub-metered tenants will receive a reduction in the billing. Sub-metered tenants must qualify and meet the income eligibility criteria so an equivalent discount (15%) can be passed through to eligible customer(s).
- The ARW program is limited to 2,400 customers.

How to Submit Completed ARW Application and/or Declaration of Eligibility

Mail, Fax or Email your ARW Application and Declaration of Eligibility to:

Liberty Utilities (Bella Vista Water) Corp.

4055 Campus Drive

Sierra Vista, AZ 85635

Fax: 520-469-6680

Email: customerservicesierravista@libertyutilities.com

Applies to all service areas

PART SEVEN

**PROPOSED PLAN OF ADMINISTRATION FOR
PURCHASED POWER ADJUSTMENT MECHANISM**

I. GENERAL DESCRIPTION.

This document is the Plan of Administration ("POA") for the Purchased Power Adjustment Mechanism ("PPAM") for Liberty Utilities (Bella Vista Water) Corp. ("Liberty Bella Vista" or "Company") approved by the Arizona Corporation Commission ("Commission") in Decision No. _____ on _____, 2016. The PPAM allows Liberty Bella Vista to pass through to its customers the increase or decrease in purchased power costs that result from a rate change for any Commission-regulated electric service provider supplying retail electric service to the Company.

II. PPAM RELATED FILINGS.

A. Within 60 days of the effective date of a Commission Decision authorizing a rate change in the approved tariffs for any Commission-regulated electric service provider supplying retail electric service to the Company, the Company shall file with Docket Control an analysis of the actual impact on the energy portion of the Company's electric service costs.

B. The Company will provide the Commission with spreadsheets detailing exactly how the Company's purchased power expenses were calculated in the time period prior to a change in the rate that the Company must pay for purchased power. These calculations will include basic service charges and rate and volume figures. That is, the Company will break down its total purchased power bill into the amount due to fixed fees, volume of electricity used, and the rates paid per unit of electricity. For the period following the rate change, the Company will provide the same information, then compare the two periods, isolating any change in purchased power cost that is due exclusively to a rate change. The specific intent is to show exactly how much of any increase or decrease is due to changes in rates beyond the Company's control and how much is due to a change in the amount of power that the Company consumes. The Company will only recover increases or refund decreases that are due to changes in rates.

C. All revised schedules filed with the Commission pursuant to the provisions of this PPAM will be accompanied by documentation prepared by the Company in a format approved by Utilities Division Staff of the Commission and will contain sufficient detail to enable the Commission to verify accuracy of the Company's calculations.

D. The surcharges will not become effective until approved by the Commission.

E. The Company will file annually with the Commission a report detailing the Company's purchased power costs and any conservation or power-shifting measures employed by the Company.

F. The Company shall provide notice (in a form acceptable to Staff) of the rate increases to customers with the bill where the rate increase first appears.

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Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all service areas

PART SEVEN**PROPOSED PLAN OF ADMINISTRATION FOR
PURCHASED POWER ADJUSTMENT MECHANISM****III. APPLICATION TO WATER CUSTOMERS.**

A. The increase or decrease in purchased power costs that are due to changes in rates at the Company's water facilities will be allocated on a per capita basis.

B. See the following example:

<i>Test Year</i>			<i>Current Year</i>	
Purchased Power Rate	\$0.0800	→	Purchased Power Rate	\$0.1000
Kilowatt Hours Used	1,250,000		Kilowatt Hours Used	1,250,000
Purchased Power Expense	\$100,000		Purchased Power Expense	\$125,000

<i>Pass Through Calculation</i>	
Current Year Purchased Power Expense	\$125,000
Test Year Purchased Power Expense	\$100,000
Increase in Purchased Power Expense Due to Rate Increase	\$25,000

<i>PPAM Charge on Sample Customer Bill</i>	
Increase in Purchased Power Expense Due to Rate Increase	\$25,000
Number of Water Customers	20,000
PPAM Charge on Sample Customer Bill	\$1.25

ISSUED BY:

Matthew Garlick, President
Liberty Utilities (Bella Vista Water) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

EXHIBIT B

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Applies to all **WATER** service areas**PART ONE****STATEMENT OF CHARGES****I. RATES**

In Decision No. _____, issued _____, the Commission approved the following rates and charges effective **November 1, 2016**:

A. Monthly Usage Charge

<u>Meter Size (All Classes)</u>	<u>Charge¹²</u>
5/8 x 3/4" Meter	\$ 19.70
3/4" Meter	29.55
1" Meter	49.25
1 1/2" Meter	98.50
2" Meter	157.60
3" Meter	315.20
4" Meter	492.50
6" Meter	985.00
8" Meter	1,576.00
10" Meter	2,265.50
12" Meter	4,235.50
Morningstar Ranch Community Association – 6 inch	671.00

¹ Low Income Tariff – A 15% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the low income qualifications.

² A 5 percent discount is applicable to the public schools operated by the Santa Cruz County School District No. 35 receiving water and/or wastewater utility services from the Company.

Applies to all **WATER** service areas

PART ONE

STATEMENT OF CHARGES

<u>Meter Size</u>	<u>Charge</u>
Fire Lines Up to 8 Inch (A.A.C. R14-2-408.B)	Per Rule*
Fire Lines 10 Inch (A.A.C. R14-2-408.B)	Per Rule*
Fire Lines 12 Inch (A.A.C. R14-2-408.B)	Per Rule*

* Per A.A.C. R14-2-408.B. 1 percent of monthly minimum for a comparable size meter, but no less than \$5.00 per month. The service charge for fire sprinklers is only applicable for service line separate and distinct from the primary water service line.

Issued: October 31, 2016

ISSUED BY:

Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXXX

Applies to all WATER service areas

PART ONE**STATEMENT OF CHARGES****B. Commodity Rates**

The rate for use in addition to the minimum stated above shall be at the following rates per 1,000 gallons.

<u>Meter Size (All Classes)</u>	<u>Consumption</u>	<u>Charge³⁴</u>
5/8 x 3/4" Meter	0 to 3,000 gallons	\$2.02
	3,001 to 9,000 gallons	3.67
	Over 9,000 gallons	4.42
3/4" Meter	0 to 4,000 gallons	3.67
	Over 4,000 gallons	4.42
1" Meter	0 to 23,000 gallons	3.67
	Over 23,000 gallons	4.42
1 1/2" Meter	0 to 45,000 gallons	3.67
	Over 45,000 gallons	4.42
2" Meter	0 to 72,000 gallons	3.67
	Over 72,000 gallons	4.42
3" Meter	0 to 144,000 gallons	3.67
	Over 144,000 gallons	4.42
4" Meter	0 to 225,000 gallons	3.67
	Over 225,000 gallons	4.42
6" Meter	0 to 450,000 gallons	3.67
	Over 450,000 gallons	4.42

³ Low Income Tariff – A 15% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the low income qualifications.

⁴ A 5 percent discount is applicable to the public schools operated by the Santa Cruz County School District No. 35 receiving water and/or wastewater utility services from the Company.

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PART ONE

STATEMENT OF CHARGES

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
8" Meter	0 to 720,000 gallons	3.67
	Over 720,000 gallons	4.42
10" Meter	0 to 1,025,000 gallons	3.67
	Over 1,025,000 gallons	4.42
12" Meter	0 to 1,025,000 gallons	3.67
	Over 1,025,000 gallons	4.42
Morningstar Ranch Community Association	All gallons	5.72

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Applies to all WATER service areas

PART ONE**STATEMENT OF CHARGES**

C. Service Line and Meter Installation Charges
(Refundable pursuant to A.A.C. R14-2-405)

<u>Meter Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	At Cost	At Cost	At Cost
3/4" Meter	At Cost	At Cost	At Cost
1" Meter	At Cost	At Cost	At Cost
1 1/2" Meter	At Cost	At Cost	At Cost
2" Meter	At Cost	At Cost	At Cost
3" Meter	At Cost	At Cost	At Cost
4" Meter	At Cost	At Cost	At Cost
6" Meter	At Cost	At Cost	At Cost
8" Meter	At Cost	At Cost	At Cost
10" Meter	At Cost	At Cost	At Cost
12" Meter	At Cost	At Cost	At Cost

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Decision No. XXXXX

Applies to all WATER service areas

PART ONE
STATEMENT OF CHARGES**D. Service Charges**

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
Re-Establishment (within 12 months)	(a)
Re-Connection (Delinquent)	\$30.00
Meter Test (if correct)	30.00
Meter Re-Read (if correct)	20.00
Deposit	(b)
Deposit Interest	6.00% (b)
NSF Check (c)	\$10.00
Late Payment Penalty	1.5% per month
Deferred Payment (A.A.C. R14-2-409.G)	1.5% per month
Moving meter at customer request (A.A.C. R14-2-405.B)	At Cost
After Hours Service Charge (d)	\$50.00

- (a) Per Commission Rule A.A.C. R14-2-403(D), residential and non-residential customers shall pay the applicable minimum charge times the number of months disconnected.
- (b) Per Commission Rule A.A.C. R14-2-403(B).
- (c) Liberty Rio Rico may only charge one NSF fee when customers are billed for water and services on one bill.
- (d) At customer's request. No charge for service during normal working hours.

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Avondale, AZ 85392
Decision No. XXXXXX

Applies to all **WATER** service areas
PART ONE
STATEMENT OF CHARGES

II. TAXES AND ASSESSMENTS

In addition to the collection of regular rates, the Company will collect from its customers a proportionate share of any privilege, sales, use and franchise tax per Commission Rule 14-2-409(D)(5).

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Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXX

Applies to all WATER service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS

I. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead not to exceed 10%. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the provision of the service or after the Company's receipt of invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for water facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all **WATER** service areas
PART TWO
STATEMENT OF TERMS AND CONDITIONS

II. INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallons per minute flow rate at any public fire hydrants or fire sprinkler service. In the event service is interrupted, irregular or defective, or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom.

III. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order(s) provide otherwise.

Applies to all WATER service areas
PART THREE
CROSS-CONNECTION OR BACKFLOW TARIFF

Purpose.

The purpose of this tariff is to protect the Liberty Utilities (Rio Rico Water & Sewer) Corp. - Water Division ("Company") from the possibility of contamination caused by the backflow of contaminants that may be present on the customer's premises by requiring the installation and periodic testing of backflow prevention assemblies pursuant to the provisions of Arizona Administrative Code (A.A.C.) R14-2-405.B.6 and A.A.C. R18-4-215.

Requirement.

In compliance with the rules and regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-215 relating to backflow prevention:

1. The Company may require a customer to pay for and install a backflow-prevention assembly if A.A.C. R18-4-215.B or C applies.
2. Any backflow-prevention assembly required to be installed by the customer under paragraph 1 of this tariff shall comply with the requirements set forth in A.A.C. R18-4-215.D and E.
3. Subject to the provision of A.A.C. R14-2-407 and 410 and in accordance with paragraphs 1 and 7 of this tariff, the Company may terminate service or deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff.
4. The Company shall give any existing customer who is required to install a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is **not** applicable, the customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the customer can show good cause as to why she or he cannot install the device within thirty (30) days, the Company or Commission Staff may suspend this requirement for a reasonable period of time.
5. Testing shall be in conformance with the requirement of A.A.C. R18-4-215.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests. The Company may also require the customer to pay for repairs to a backflow-prevention assembly.

Applies to all WATER service areas
PART THREE
CROSS-CONNECTION OR BACKFLOW TARIFF

6. The customer shall provide the Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:
 - a. assembly identification number and description;
 - b. location;
 - c. date(s) of test(s);
 - d. description of repairs and recommendations for repairs made by tester; and
 - e. the tester's name and certification number.
7. In the event the backflow-prevention assembly does not function properly or fails any test, and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested before service is restored.
8. In the event the backflow-prevention assembly does not function properly or fails any test, or in the event that a customer fails to comply with the testing requirement, and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be repaired or replaced within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.

Applies to all WATER service areas
PART FOUR
CURTAILMENT PLAN

ADEQ Public Water System Number: 12-011

Liberty Utilities (Rio Rico Water & Sewer) Corp. ("Company"), is authorized to curtail water service to all customers within its certificated area under the terms and conditions listed in this tariff.

This curtailment plan shall become part of the Arizona Department of Environmental Quality Emergency Operations Plan for the Company.

The Company shall notify its customers of this new tariff as part of its next regularly scheduled billing after the effective date of the tariff or no later than sixty (60) days after the effective date of the tariff.

The Company shall provide a copy of the curtailment tariff to any customer, upon request.

Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of capacity and there are no known problems with its well production or water storage in the system.

Restrictions: Under Stage 1, Company is deemed to be operating normally and no curtailment is necessary.

Notice Requirements: Under Stage 1, no notice is necessary.

Stage 2 Exists When:

- a. Company's water storage or well production has been less than 80 percent of capacity for at least 48 consecutive hours, and
- b. Company has identified issues such as steadily declining water table, increased draw-down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. Outside watering should be limited to essential water, dividing outside watering on some uniform basis (such as even and odd days) and eliminating outside watering on weekends and holidays.

Notice Requirements: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

Applies to all **WATER** service areas

PART FOUR
CURTAILMENT PLAN

Stage 3 Exists When:

- a. Company's total water storage or well production has been less than 50 percent of capacity for at least 24 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Restrictions: Under Stage 3, Company shall request the customers to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent of Stage 1 consumption. All outside watering should be eliminated, except livestock, and indoor water conservation techniques should be employed whenever possible.

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such Notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Beginning with Stage 3, Company shall post at least 6 signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to major subdivisions served by the Company.
3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 3.

Stage 4 Exists When:

- a. Company's total water storage or well production has been less than 25 percent of capacity for at least 12 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

Applies to all **WATER** service areas

PART FOUR
CURTAILMENT PLAN

Restrictions: Under Stage 4, Company shall inform the customers of a **mandatory** restriction to employee water conservation measures to reduce daily consumption. Failure to comply will result in customer disconnection. The following uses of water shall be prohibited:

- Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- Washing of any vehicle is prohibited
- The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of drip or misting systems of any kind is prohibited
- The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity is prohibited

Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.
2. Company shall post at least 6 signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to the major subdivisions served by the Company.
3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering Stage 4.

Customers who fail to comply with the above restrictions will be given a written notice to end all outdoor use. Failure to comply within two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees. If a customer believes he/she has been disconnected in error, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

Once Stage 4 has been reached, the Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply or must otherwise provide emergency drinking water for its customers until a permanent solution has been implemented.

Applies to all WASTEWATER service areas

PART FIVE
STATEMENT OF CHARGES

I. RATES

In Decision No. _____, issued _____, the Commission approved the following rates and charges to become **effective November 1, 2016**:

A. Monthly Usage Charges

<u>Meter Size (All Classes)</u>	<u>Charge⁵⁶</u>
5/8" x 3/4" Meter	\$ 52.68
3/4" Meter	60.74
1" Meter	74.28
1 1/2" Meter	109.65
2" Meter	152.11
3" Meter	264.99
4" Meter	392.81
6" Meter	746.48
8" Meter	1,137.11
10" Meter	1,703.95
12" Meter	2,423.14

⁵ Low Income Tariff – A 15% discount is available on monthly minimum and commodity charges to qualified residential customers meeting the low income qualifications.

⁶ A 5 percent discount is applicable to the public schools operated by the Santa Cruz County School District No. 35 receiving water and/or wastewater utility services from the Company.

Applies to all WASTEWATER service areas

PART FIVE

STATEMENT OF CHARGES

B. Commodity Rates (All Meter Sizes)

Commercial and Multi-Tenant Only	
0 to 7,000 gallons	\$0.00
Over 7,000 gallons	6.78

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Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXXX

Applies to all WASTEWATER service areas

PART FIVE
STATEMENT OF CHARGES

C. Service Line and Meter Installation Charges

<u>Service Line Size</u>	<u>Charge</u>
4" Meter	At Cost
6" Meter	At Cost
8" Meter	At Cost
10" Meter	At Cost
12" Meter	At Cost

Applies to all WASTEWATER service areas

PART FIVE
STATEMENT OF CHARGES

D. Service Charges

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
Re-Establishment (within 12 months)	(1)
Disconnection (Delinquent)	(2)
Reconnection (Delinquent)	\$25.00
Deposit	(3)
Deposit Interest	6.00% (3)
NSF Check (a)	\$10.00
Deferred Payment	1.5% per month
Late Payment Penalty	1.5% per month
After Hours Service Charge (b)	\$50.00

- (1) Per Commission Rule A.A.C. R14-2-603(D) – months off the system times the monthly minimum.
- (2) The actual cost of disconnection including costs for excavation and trenching, pipeline modification, sewer block, backfill and grading, road repairs and permitting. Customer will be provided copies of invoices for actual costs incurred. There shall be no charge for disconnection if no work is performed.
- (3) Per Commission Rule A.A.C. R14-2-603(B).
- (a) Liberty Rio Rico may only charge one NSF fee when customers are billed for water and sewer services on one bill.
- (b) At customer's request. No charge for service during normal working hours.

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Applies to all WASTEWATER service areas

PART FIVE

STATEMENT OF CHARGES

II. TAXES AND ASSESSMENTS

In addition to all other rates and charges authorized herein, the Company shall collect from its customers all applicable sales, transaction, privilege, regulatory or other taxes and assessments as may apply now or in the future, per A.A.C. R14-2-608(D)(5).

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Avondale, AZ 85392
Decision No. XXXXXX

Applies to all WASTEWATER service areas
PART SIX
STATEMENT OF TERMS AND CONDITIONS

I. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at cost, costs shall include labor, materials, other charges incurred, and overhead. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date.
- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any Federal, State or local taxes that are or may be payable by the Company as a result of any tariff or contract for wastewater facilities under which the Customer advances or contributes funds or facilities to the Company.

Applies to all WASTEWATER service areas
PART SIX
STATEMENT OF TERMS AND CONDITIONS

II. CUSTOMER DISCHARGE TO SYSTEM

A. Service Subject to Regulation

Company provides wastewater service using treatment and collection facilities that are regulated by numerous county, state and federal Statutes and Regulations. Those Regulations include limitations as to domestic strength wastewater and the type of wastewater that may be discharged into the system by any person directly or indirectly connected to the plant.

B. Waste Limitations

Company has established the permissible limits of concentration as domestic strength wastewater and will limit concentration for various specific substances, materials, waters, or wastes that can be accepted in the sewer system, and to specify those substances, materials, waters, or wastes that are prohibited from entering the sewer system. Each permissible limit so established shall be placed on file in the business office of Company, with a copy filed with the Commission. No person shall discharge, or cause to be discharged, any new sources of inflow including, but not limited to, storm water, surface water, groundwater, roof runoffs, subsurface drainage, cooling water, or polluted industrial process waters into the sanitary sewer. Company will require an affidavit from all non-residential customers, and their professional engineer, stating that the wastewater discharged to the system does not exceed domestic strength or applicable pre-treatment standards.

C. Inspection and Right of Entry

Every facility that is involved directly or indirectly with the discharge of wastewater to the Treatment Plant may be inspected by Company as it deems necessary. These facilities shall include but not be limited to sewer; sewage pumping plants; all processes; devices and connection sewer; and all similar sewerage facilities. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these rules and this tariff. Inspections may include the collection of samples. Authorized personnel of Company shall be provided immediate access to all of the above facilities or to other facilities directly or indirectly connected to the Treatment Plant at all reasonable times including those occasioned by emergency conditions. Any permanent or temporary obstruction to easy access to the user's facility to be inspected shall promptly be removed by the facility user or owner at

Applies to all WASTEWATER service areas
PART SIX
STATEMENT OF TERMS AND CONDITIONS

the written or verbal request of Company and shall not be replaced. No person shall interfere with, delay, resist or refuse entrance to an authorized Company representative attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the Treatment Plant. Adequate identification shall be provided by Company for all inspectors and other authorized personnel and these persons shall identify themselves when entering any property for inspection purposes or when inspecting the work of any contractor.

All transient motor homes, travel trailers and other units containing holding tanks must arrive at Company's service area in an empty condition. Inspection will be required of said units prior to their being allowed to hookup to the wastewater system.

D. Termination of Water Service for Violation of Wastewater Rules and Regulations

Company is authorized to discontinue water service to any person connected to both its water and sewer systems who violates Company's wastewater terms and conditions as set forth in this section or in any way creates a public health hazard or the likelihood of such a public health hazard. This termination authority does not apply to non-payment for water or wastewater services.

Applies to all WASTEWATER service areas
PART SIX
STATEMENT OF TERMS AND CONDITIONS

III. RULES AND REGULATIONS

Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-601 through A.A.C. R14-2-609 will be controlling of Company procedures, unless specifically approved tariffs or Commission Order(s) provide otherwise.

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Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXXX

Applies to all service areas

PART SEVEN

ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

APPLICABILITY

Applicable to residential water and wastewater service for domestic use rendered to low-income households where the customer meets all the program qualifications and special conditions of this rate schedule.

TERRITORY

Within all customer service areas served by Liberty Utilities (Rio Rico Water & Sewer) Corp. ("Liberty Rio Rico").

RATES

Fifteen percent (15%) discount applied to the regular filed tariff.

PROGRAM QUALIFICATIONS

1. Liberty Rio Rico bill must be in your name and the address must be your primary residence or you must be a tenant receiving water service by a sub-metered system.
2. You may not be claimed as a dependent on another person's tax return.
3. You must reapply each time you move residences.
4. You must renew your application once every two (2) years, or sooner, if requested.
5. You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
6. You must notify Liberty Rio Rico within thirty (30) days if you become ineligible for ARWW.
7. Your total gross annual income of all persons living in your household cannot exceed the income levels below:

Applies to all service areas

PART SEVEN

ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

Effective: January 25, 2016

<u>No. of Person in Household</u>	<u>Total Gross Annual Income</u>
1	\$17,820
2	24,030
3	30,240
4	36,450
5	42,660
6	48,870

For each additional person residing in the household, add \$6,240

For the purpose of the program the “gross household income” means all money and non cash benefits, available for living expenses, from all sources, both taxable and non taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from:	Scholarships, grants, or other aid	Profit from self-employment
Savings account, stocks or bonds	used for living expenses	(IRS form Schedule C, Line 29)
Unemployment benefits	Disability payments	Worker’s Compensation
TANF (AFDC)	Food Stamps	Child Support
Pensions	Insurance settlements	Spousal Support
Gifts		

Applies to all service areas

PART SEVEN

ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

SPECIAL CONDITIONS

1. Application: An application on a form authorized by the Commission is required for each request for service under this schedule. A customer must reapply every two (2) years.
2. Recertification: A customer enrolled in the ARWW program must, each year, recertify by submitting a declaration attesting to continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare / food stamp cards.
3. Commencement of Rate: Eligible customers whose applications have been approved shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by Liberty Rio Rico.
4. Verification: Information provided by the applicant is subject to verification by Liberty Utilities. Refusal or failure of a customer to provide documentation of eligibility acceptable to Liberty Rio Rico, upon request by Liberty Rio Rico, shall result in removal from this rate schedule.
5. Notice from Customer: It is the customer's responsibility to notify Liberty Rio Rico if there is a change of eligibility status.
6. Rebilling: Customers may be re-billed retroactively for periods of ineligibility under the applicable rate schedule.
7. Master-metered: A reduction will be calculated in the bill of master-metered customers, who have sub-metered tenants that meet the income eligibility criteria, so an equivalent discount (15%) can be passed through to eligible customer(s).
8. Participation Cap: The ARWW program is limited to 2,200 water division customers and 725 wastewater division customers. Applications will be reviewed and approved on a first come, first served basis. Applicants will be placed on a waiting list if the participation cap has been met.

ISSUED BY:

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
Avondale, AZ 85392
Decision No. XXXXXX

Applies to all service areas

PART SEVEN

ALTERNATE RATES FOR WATER AND WASTEWATER (ARWW)
DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION

RECOVERY OF COST OF LOW INCOME TARIFF AND CUSTOMER SURCHARGES

Under the terms of Company's Alternate Rates for Water and Wastewater (ARWW) Domestic Service, qualifying low-income customers receive a 15 percent discount applied to the Company's regular filed tariff rates for water and wastewater service. The cost of the ARWW tariff shall be recovered by Company from a monthly low income tariff surcharge on all residential water and wastewater customers who are not participating in the ARWW program. Specifically, Company is entitled to seek recovery of direct costs (*i.e.*, those costs directly associated with the program, and would not be incurred in the absence of the program). Company shall account for those direct costs separately from other operating costs.

Company shall be entitled to implement a low income tariff surcharge on non-participating residential water and wastewater customers as follows.

- For customers participating in ARWW, the Company shall maintain separate balancing accounts for water and wastewater customers detailing the beginning and ending balance of the cumulative unrecovered program costs each month.
- Company's authorized rate of return shall be applied monthly to the average of the beginning balances of the cumulative unrecovered program costs for water and wastewater service and included in the beginning balances for the following month.
- Using the separate balancing accounts for water and wastewater customers, Company shall calculate separate monthly surcharges for water and wastewater customers. The water and wastewater surcharges shall be calculated as follows:

(Ending Balance for Low-Income Tariff Balancing Account including amortized carrying costs during recovery period/Number of active water and wastewater connections at year end)/12

- The ending balance in the balancing accounts shall equal the beginning balances plus discounts allowed on bills for the twelve month tracking period, plus direct program costs incurred in the twelve month period plus carrying charges less surcharge fees billed in the twelve month tracking period.
- Company shall implement monthly water and wastewater surcharges for the ARWW program for each twelve month period of the ARWW Program. Company shall calculate the monthly water and wastewater surcharges each year based on the active number of water and wastewater connections as of December 31 of the prior year. Company shall file notice of the water and wastewater surcharges, along with a report on the ARWW Program, with the Arizona Corporation Commission on or before January 31 and the surcharges shall be implemented on customer bills in February of each year with the recovery period ending in January of the following year.

ISSUED BY:

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
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Decision No. XXXXXX

**Application for
Alternate Rates for Water and Wastewater (ARWW)**

To qualify for Liberty Rio Rico ARWW please check (✓) all that apply:

- ☐ I am a Liberty Rio Rico residential customer and the Liberty Rio Rico account is in my name.
- ☐ I am a sub-metered tenant within the Liberty Rio Rico service area.
- ☐ My household income is at or below the income level in the listing below.

Household Size	Total Gross Annual Income from All Sources
1	\$17,820
2	\$24,030
3	\$30,240
4	\$36,450
5	\$42,660
6	\$48,870

For each additional person residing in the household, add \$6,240.

The definition of "gross household income" (before taxes) is all money and non cash benefits available for living expenses from all sources, both taxable and non taxable, before deductions, including expenses, for all people who live in your home. **This includes, but is not limited to the following (please check (✓) all that apply):**

- | | |
|--|--|
| <input type="checkbox"/> Wages, salaries or profit from self-employment | <input type="checkbox"/> Social Security, SSI or SSP |
| <input type="checkbox"/> Disability and/or Workers' Compensation payments | <input type="checkbox"/> Food Stamps |
| <input type="checkbox"/> Insurance and/or legal settlements | <input type="checkbox"/> TANF (AFDC) |
| <input type="checkbox"/> Pensions | <input type="checkbox"/> Veterans Affairs benefits |
| <input type="checkbox"/> Spousal and/or child support | <input type="checkbox"/> Unemployment benefits |
| <input type="checkbox"/> Scholarships, grants, or other aid used for living | <input type="checkbox"/> Rental and/or royalty income |
| <input type="checkbox"/> Interest/dividends from: savings, stocks, bonds, or retirement accounts | <input type="checkbox"/> Cash, gifts and/or other income |

Please print the following information. **Incomplete information will delay your discount.** The name used to apply for the discount must be the same as the name on the Liberty Rio Rico statement.

PLEASE PRINT LEGIBLY														
Liberty Rio Rico Account Number (As shown on statement)														
Total No. of persons living in household:					Household's Total Gross Annual Income: \$					Contact Phone Number				
Name as shown on Liberty Rio Rico statement														
Liberty Rio Rico Service Address														
City					State					Zip Code				

Please attach one of the items listed as proof of income for eligibility verification: Copy of tax return from prior year, or copy of W2 from prior year, or copy of welfare / food stamp cards.

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Rio Rico of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature _____

Date _____

Issued: October 31, 2016

ISSUED BY:

Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
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Decision No. XXXXXX

Note: An Application for ARWW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification. Please allow 30-45 days for processing.

Office Use Only: Date Verified _____ Verified By _____ Expires _____

Issued: October 31, 2016

ISSUED BY:

Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
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Decision No. XXXXX

**Declaration of Eligibility
Alternate Rates for Water and Wastewater (ARWW)**

To recertify enrollment in the ARWW Program please fill out the following attesting to continuing eligibility:

PLEASE PRINT LEGIBLY															
Name as shown on Liberty Rio Rico statement															
Liberty Rio Rico Account Number (As shown on statement)															
Liberty Rio Rico Service Address															
City				State						Zip Code					
Contact Phone Number								Work Phone Number							

I,

Your Name (Please Print)

Last submitted an Application for Alternative Rates (ARWW)
on

(dd/mm/yyyy)

and hereby confirm my eligibility for the year ending

(dd/mm/yyyy)

Please attach one of the items listed below as proof of income for eligibility verification:

Copy of tax return from prior year,
or copy of W2 form from prior year,
or copy of welfare / food stamp cards.

By signing below, I certify under penalty of perjury that this information is true and correct under the laws of the State of Arizona. I will provide proof of income and I will notify Liberty Rio Rico of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

Customer Signature

Date

Note: An Application for ARWW must be submitted every two years. A Declaration of Eligibility must be submitted annually for verification.

Issued: October 31, 2016

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Decision No. XXXXXX

Liberty Utilities (Rio Rico Water & Sewer) Corp. Alternate Rates for Water and Wastewater (ARWW)**Applicability**

Applicable to residential water and wastewater service for domestic use rendered to low-income households where the customer meets all the Program Qualifications and Special Conditions of this rate schedule.

Territory

Within all customer service areas served by Liberty Utilities (Rio Rico Water & Sewer) Corp.

Discount

Fifteen percent (15%) discount applied to the regular filed tariff. The discount will be applied to the customer's total bill before any adjustments and application of any other taxes, credit, penalties or fees.

Program Qualifications

- The Liberty Rio Rico account must be in your name and the address must be your primary residence in our service area or you must be a tenant receiving water service by a sub-metered system.
- You may not be claimed as a dependent on another person's tax return.
- You must reapply each time you move residences.
- You must renew your application once every two (2) years or sooner if requested.
- You must recertify each year by submitting a declaration attesting to your continuing eligibility, and provide one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- You must notify Liberty Rio Rico within thirty (30) days if you become ineligible for ARWW.
- Your total gross annual income of all persons living in your household cannot exceed the income levels provided on the application.

Special Conditions

- You must fill out and sign the ARWW Application completely. Incomplete information will delay your discount. You must reapply every two (2) years.
- You must recertify your enrollment in the ARWW annually by submitting a Declaration of Eligibility and providing one of the following items as proof of eligibility: 1) copy of tax return from prior year; or 2) copy of W2 form from prior year; or 3) copy of welfare/food stamp cards.
- Customers shall be billed on this schedule commencing with the next regularly scheduled billing period that follows the receipt and approval of the application by Liberty Rio Rico.
- Documentation of your gross annual income must be provided to Liberty Rio Rico for verification of eligibility for ARWW. Refusal or failure to provide documentation of acceptable eligibility to Liberty Rio Rico shall result in removal from this rate schedule.
- It is the customer's responsibility to notify Liberty Rio Rico if there is a change in eligibility status.
- You may be re-billed for any periods of ineligibility under the applicable rate schedule.
- Master-metered customers who have sub-metered tenants will receive a reduction in the billing. Sub-metered tenants must qualify and meet the income eligibility criteria so an equivalent discount (15%) can be passed through to eligible customer(s).
- The ARWW program is limited to 2,200 water division customers and 725 wastewater division customers.

How to Submit Completed ARWW Application and/or Declaration of Eligibility

Mail, Fax or Email your ARWW Application and Declaration of Eligibility to:

Liberty Utilities (Rio Rico Water & Sewer) Corp.

1225 W. Frontage Road

Rio Rico, AZ 85648

Fax: 520-281-7433

Email: customerserviceriorico@libertyutilities.com

Issued: October 31, 2016

ISSUED BY:

Effective: November 1, 2016

Matthew Garlick, President
Liberty Utilities (Rio Rico Water & Sewer) Corp.
12725 W. Indian School Road, Suite D-101
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Decision No. XXXXXX

Applies to all service areas

PART EIGHT

**PROPOSED PLAN OF ADMINISTRATION FOR
PURCHASED POWER ADJUSTMENT MECHANISM**

I. GENERAL DESCRIPTION.

This document is the Plan of Administration ("POA") for the Purchased Power Adjustment Mechanism ("PPAM") for Liberty Utilities (Rio Rico Water & Sewer) Corp. ("Liberty Rio Rico" or "Company") approved by the Arizona Corporation Commission ("Commission") in Decision No. _____ on _____, 2016. The PPAM allows Liberty Rio Rico to pass through to its customers the increase or decrease in purchased power costs that result from a rate change for any Commission-regulated electric service provider supplying retail electric service to the Company.

II. PPAM RELATED FILINGS.

A. Within 60 days of the effective date of a Commission Decision authorizing a rate change in the approved tariffs for any Commission-regulated electric service provider supplying retail electric service to the Company, the Company shall file with Docket Control an analysis of the actual impact on the energy portion of the Company's electric service costs.

B. The Company will provide the Commission with spreadsheets detailing exactly how the Company's purchased power expenses were calculated in the time period prior to a change in the rate that the Company must pay for purchased power. These calculations will include basic service charges and rate and volume figures. That is, the Company will break down its total purchased power bill into the amount due to fixed fees, volume of electricity used, and the rates paid per unit of electricity. For the period following the rate change, the Company will provide the same information, then compare the two periods, isolating any change in purchased power cost that is due exclusively to a rate change. The specific intent is to show exactly how much of any increase or decrease is due to changes in rates beyond the Company's control and how much is due to a change in the amount of power that the Company consumes. The Company will only recover increases or refund decreases that are due to changes in rates.

C. All revised schedules filed with the Commission pursuant to the provisions of this PPAM will be accompanied by documentation prepared by the Company in a format approved by Utilities Division Staff of the Commission and will contain sufficient detail to enable the Commission to verify accuracy of the Company's calculations.

D. The surcharges will not become effective until approved by the Commission.

E. The Company will file annually with the Commission a report detailing the Company's purchased power costs and any conservation or power-shifting measures employed by the Company.

Issued: October 31, 2016

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Effective: November 1, 2016

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PART EIGHT

**PROPOSED PLAN OF ADMINISTRATION FOR
PURCHASED POWER ADJUSTMENT MECHANISM**

F. The Company shall provide notice (in a form acceptable to Staff) of the rate increases to customers with the bill where the rate increase first appears.

III. APPLICATION TO WATER AND SEWER CUSTOMERS.

A. The increase or decrease in purchased power costs that are due to changes in rates at the Company's water and sewer facilities will be allocated on a per capita basis.

B. See the following example:

<i>Test Year</i>		<i>Current Year</i>	
Purchased Power Rate	\$0.0800	Purchased Power Rate	\$0.1000
Kilowatt Hours Used	1,250,000	Kilowatt Hours Used	1,250,000
Purchased Power Expense	\$100,000	Purchased Power Expense	\$125,000

<i>Pass Through Calculation</i>	
Current Year Purchased Power Expense	\$125,000
Test Year Purchased Power Expense	\$100,000
Increase in Purchased Power Expense Due to Rate Increase	\$25,000

<i>PPAM Charge on Sample Customer Bill</i>	
Increase in Purchased Power Expense Due to Rate Increase	\$25,000
Number of Water/Sewer Customers	20,000
PPAM Charge on Sample Customer Bill	\$1.25

ISSUED BY:

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